



City of Palo Alto

City Council Staff Report

(ID # 6017)

Report Type: Consent Calendar

Meeting Date: 8/31/2015

Summary Title: Extend the term with PCJPB for Rail Shuttle Bus Admin.

Title: Approval of Amendment Number 1 to the Agreement with the Peninsula Corridor Joint Powers Board for Rail Shuttle Bus Administration to Extend the Term for One Year and Add \$81,670 to Provide Community Shuttle Service on the Existing Embarcadero Shuttle Route from July 2015 till June 2016

From: City Manager

Lead Department: Planning and Community Environment

Recommendation

Staff recommends that Council authorize the City Manager to execute the attached amendment to the Rail Shuttle Bus Administration Agreement with the Peninsula Corridor Joint Powers Board (JPB), extending the term of the agreement through June 30, 2016 and adding \$81,670 to the contract to cover the City's Embarcadero shuttle operating costs during the period July 1, 2015 through June 30, 2016.

Executive Summary

The City and the JPB have an agreement under which the JPB provides the Embarcadero Caltrain shuttle service, which is partially funded by the JPB and partially funded by the City. The proposed amendment to the agreement provides for continued service in the current fiscal year, with the City paying 32.5% of the total cost of operating the shuttle.

Background

In 1999, the City and JPB entered into the Rail Shuttle Bus Service Administration agreement for the provision of shuttle bus services in Palo Alto, as part of the JPB shuttle bus program. In 2014, JPB staff updated and standardized the original Rail Shuttle Bus Service Administration Agreement from 1999 and a new base agreement was executed on August 18, 2014. The agreement provides that the agencies may extend the term of the agreement upon mutual consent.

The JPB agreement contains terms and conditions for the Embarcadero/Baylands Caltrain commuter peak period shuttle route, which is part of the Caltrain commuter shuttle program

and subsidized by the JPB. While the Embarcadero shuttle service is considered part of the City's shuttle program and is partially funded by the City, the service is provided by an operator under contract to the JPB, and the JPB funds a majority of the service.

The Embarcadero shuttle route is one of three Palo Alto shuttle routes. The other routes are the Crosstown route and the East Palo Alto route. In June 2014, the City Council approved a three year contract with MV Transportation to provide service for Crosstown and East Palo Alto/Caltrain shuttle routes. The Crosstown shuttle service is funded exclusively by City of Palo Alto and the East Palo Alto/Caltrain shuttle route is funded by City of East Palo Alto.

Discussion

The first amendment to the agreement (Attachment A), provides for continued shuttle services for the Embarcadero Route from July 1, 2015 through June 30, 2016. Staff was not able to agendize this item for Council approval prior to the end of the fiscal year; however, JPB has continued to provide uninterrupted shuttle service for Embarcadero Route during the interim until the contract extension is approved by the City.

The cost of the Embarcadero/Baylands commute period shuttle service for twelve months from July 1, 2015 through June 30, 2016 is estimated to be \$251,650. The JPB's maximum contribution for Shuttle Service during this term of the Agreement will be \$169,980, which is Sixty-Seven point Five Percent (67.5%) of the estimated total operating costs for the Shuttle Service as determined by the JPB.

The agreement with the JPB stipulates that the City reimburse the JPB, Thirty-Two point Five percent (32.5%) of the total actual costs of operating the Shuttle Service, which is estimated to be \$81,670, subject to a final adjustment.

In previous years, JPB's financial contribution has been 75% and City's financial share 25% of the total operating costs of the shuttle. However, due to changes in the shuttle schedule in October 2014, the number of service hours increased from 11.87 hours to 13.14 hours per day. At this time, JPB is able to provide a 75% contribution only when service hours are less than 12 per day. The City's share has been increased to 32.5% to cover additional costs due to increased number of service hours.

As a part of the agreement, the City is also expected to conduct a marketing program, at its sole cost, to promote the shuttle service internally and report the results to Caltrain on a quarterly basis. The City has provided the marketing plan as shown in Exhibit C of the agreement, attached. The City may supplement this marketing plan based on input from the consultants Nelson Nygaard, who are currently developing a 5-year plan for the City's shuttle program.

Resource Impact

Staff anticipated an increase in the cost of this shuttle service for Fiscal Year 2016 and budgeted accordingly. Thus funding included in the Fiscal Year 2016 Adopted Operating Budget for the

Palo Alto Shuttle program is sufficient to cover the service and operating costs for the Embarcadero Shuttle. No additional resources are required. The execution of this agreement with the JPB will not impact the contract with MV Transportation that provides service for the Crosstown and East Palo Alto/Caltrain shuttle.

Policy Implications

This request is consistent with existing Council direction to continue and expand the Palo Alto shuttle project. Staff are beginning work on a 5-year shuttle plan which will review opportunities for shuttle program expansion and improvement based on transportation demand management goals for Downtown and other commercial centers.

Environmental Review

On August 2, 1999, the City Council approved a Negative Declaration finding the shuttle project would not result in any significant environmental impact. Funding continuation of an existing service is categorically exempt from review pursuant to Section 15301 (Class One, Existing Facilities) of the State CEQA Guidelines.

Attachments:

- Attachment A: Caltrain Joint Powers Board Agreement Amendment No. 1 (PDF)
- Attachment B: Marketing Plan for Embarcadero Route (DOCX)
- Attachment C: Amendment Exhibits (PDF)

ADRIENNE TISSIER, CHAIR
 PERRY WOODWARD, VICE CHAIR
 JOSÉ CISNEROS
 MALIA COHEN
 JEFF GEE
 ROSE GUILBAULT
 ASH KALRA
 TOM NOLAN
 KEN YEAGER

JIM HARTNETT
 EXECUTIVE DIRECTOR

Amendment No. 1

To

RAIL SHUTTLE BUS SERVICE ADMINISTRATION AGREEMENT BETWEEN PENINSULA CORRIDOR JOINT POWERS BOARD AND CITY OF PALO ALTO FOR EMBARCADERO CALTRAIN SHUTTLE

THIS AMENDMENT modifies the Rail Shuttle Bus Service Administration Agreement (Agreement), which was effective August 18, 2014, by and between the Peninsula Corridor Joint Powers Board (“JPB”) and City Of Palo Alto (“Lead Organization”).

The JPB and the Lead Organization entered into the Agreement, whereby the Lead Organization participates in the JPB shuttle bus services program; and

The Agreement is set to expire on June 30, 2015; and

The Parties desires to extend the Agreement for a one year period; and

The Parties desire to amend the Agreement in accordance with the terms and conditions of this First Amendment.

NOW THEREFORE, IT IS AGREED to amend the Agreement as follows:

1. Section 2 of the Agreement, Lead Organization, is amended by adding the following language as the second paragraph:

During the 12 month extension of the Agreement, commencing July 1, 2015 and ending June 30, 2016, the Lead Organization shall provide the projected minimum Thirty Two point Five percent (32.5%) financial share.

2. Section 4 of the Agreement, Term, is amended by adding the following language as the second paragraph:

Effective _____, 2015, the term of the Agreement shall be extended for 12 months commencing July 1, 2015 and ending June 30, 2016.

3. Section 5 of the Agreement, Maximum Contribution; Payment, is amended by adding the following language as the second paragraph:

During the 12 month extension of the Agreement, commencing July 1, 2015 and ending June 30, 2016, the JPB's maximum contribution (which includes contributions from all other funding agencies involved, if any) for Shuttle Service during the base term of this Agreement shall not exceed One Hundred Sixty Nine Thousand Nine Hundred Eighty dollars (\$169,980) or Sixty-Seven point Five Percent (67.5%) of the estimated total operating costs for the Shuttle Service as determined by the JPB, **whichever is less**.

4. Section 6 of the Agreement, Lead Organization's Payment is amended by adding the following language as the second paragraph:

During the 12 month extension of the Agreement, commencing July 1, 2015 and ending June 30, 2016, Lead Organization shall pay Thirty-Two point Five percent (32.5%) of the total actual costs of operating the Shuttle Service. Lead Organization's share shall equal Eighty-One Thousand Six Hundred Seventy Dollars (\$81,670), subject to a final adjustment.

5. Section 14 of the Agreement, Liaison is amended by adding the following language after the Lead Organization's Liaison information:

When the primary Lead Organization's Liaison is unavailable, a secondary contact shall be:

Lead Organization's 2 nd Liaison:	Jessica Sullivan Transportation Planning Manager (650) 329-2453 Jessica.Sullivan@CityofPaloAlto.org
--	--

6. Effective July 1, 2015, the following Exhibits have been deleted and replaced by revised Exhibits:

EXHIBIT B SCHEDULE OF SHUTTLE SERVICE
EXHIBIT C MARKETING PROGRAM
EXHIBIT D FUNDING BENCHMARKS
EXHIBIT F INDEMNITY INCLUSION & INSURANCE ADDITION

Except for those changes expressly specified in this First Amendment, all other provisions, requirements, conditions, and sections of the underlying Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the date first written above with the intent to be legally bound.

PENINSULA CORRIDOR JOINT
POWERS BOARD

CITY OF PALO ALTO

DO NOT SIGN - USE SUPPLIED
LETTERHEAD ORIGINAL.

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

APPROVED AS TO FORM

JPB Attorney

**City of Palo Alto
Embarcadero Shuttle Marketing Plan
Fiscal Year 2015-2016**

The Embarcadero Shuttle is operated and maintained by Samtrans as part of the Caltrain Commuter Shuttle program in partnership with the City of Palo Alto. Palo Alto is responsible for local marketing to help promote shuttle use and increase ridership. This marketing plan outlines the activities that Palo Alto will undertake.

Online Tools

- Palo Alto will maintain a website for the shuttle program where users may view and download current shuttle schedules: www.cityofpaloalto.org/shuttle
- Palo Alto will maintain shuttle route information on Google Maps, Bing Maps and Apple Maps to assist riders in their trip planning activities.

Social Media Outreach

- Palo Alto will periodically promote shuttle information on its social media outlets including, but not limited to, Facebook and Twitter
- Palo Alto will periodically send out email reminders to registered neighborhood groups to remind the public of the availability of the Palo Alto shuttle program. Email notices will also be coordinated with the Chamber of Commerce to help promote the shuttle as a commuter resource.
- Palo Alto will provide periodic Press Releases and Newspaper Ads to help promote the shuttle program

Shuttle Stops Facilities

- Palo Alto will maintain existing shuttle stop signage and install benches where supported by adjacent property owners

Shuttle Schedule Flyers

- Palo Alto will be responsible for the printing and distribution of shuttle flyers to interested community residents. Palo Alto will deliver hard copies of existing shuttle route schedule at the following locations quarterly:
 - Palo Alto Medical Foundation
 - Palo Alto Schools-Jordan Middle, Palo Alto High and Castilleja Schools
 - Palo Alto Libraries and Community Center
 - Employees/tenants at Palo Alto Technology Center (Baylands Business Park)
 - Senior Centers upon request

EXHIBIT B

SCHEDULE OF SHUTTLE SERVICE
(7/1/15)**MORNING COMMUTE SERVICE**

Station	Palo Alto High School	Middlefield/Embarcadero	N California/Embarcadero	Palo Alto Tech Center	N California/Embarcadero	Middlefield/Embarcadero	Palo Alto High School	Station
		—	—	—	6:50	6:54	6:57	7:01
7:10	7:14	7:16	7:19	7:23	7:27	7:31	7:34	7:38
7:25	7:29	7:31	7:34	7:38	7:42	7:47	7:52	7:57

AM TRIP TO JORDAN MIDDLE SCHOOL

Station	Lytton Gardens	Jordan	N California/Embarcadero	Palo Alto Tech Center	N California/Embarcadero	Middlefield/Embarcadero	Palo Alto High School	Station
7:48	7:51	8:00	8:03	8:07	8:11	8:16	8:21	8:26

Station	Palo Alto High School	Middlefield/Embarcadero	N California/Embarcadero	Palo Alto Tech Center	N California/Embarcadero	Middlefield/Embarcadero	Palo Alto High School	Station
8:08	8:12	8:14	8:17	8:21	8:25	8:30	8:35	8:40
8:33	8:37	8:39	8:42	8:46	8:50	8:55	9:00	9:05
8:58	9:02	9:04	9:07	9:11	9:15	9:20	9:25	9:30
9:25	9:29	9:31	9:34	9:38	9:42	9:46	9:49	9:53
9:33	9:37	9:39	9:42	9:46	9:50	9:54	9:57	10:01

AFTERNOON COMMUTE SERVICE**PM TRIP FROM JORDAN MIDDLE SCHOOL**

Station	Palo Alto High School	Middlefield/Embarcadero	N California/Embarcadero	Palo Alto Tech Center	N California/Embarcadero	Jordan	Lytton Gardens	Station
—	—	—	—	—	—	3:10	3:19	3:23

Station	Palo Alto High School	Middlefield/Embarcadero	N California/Embarcadero	Palo Alto Tech Center	N California/Embarcadero	Middlefield/Embarcadero	Palo Alto High School	Station
				3:12	3:16	3:20	3:24	3:28
3:23	3:27	3:29	3:32	3:36	3:40	3:44	3:48	3:52
3:43	3:48	3:52	3:57	4:02	4:06	4:10	4:14	4:18
4:02	4:07	4:11	4:16	4:21	4:25	4:29	4:33	4:37
4:21	4:26	4:30	4:35	4:40	4:44	4:48	4:52	4:56
4:39	4:44	4:48	4:53	4:58	5:02	5:06	5:10	5:14
4:56	5:01	5:05	5:10	5:15	5:19	5:23	5:27	5:31
5:26	5:30	5:34	5:37	5:41	5:45	5:50	5:54	5:58
5:31	5:35	5:37	5:40	5:44	5:48	5:53	5:57	6:01
6:05	6:09	6:11	6:14	6:18	6:22	6:27	6:31	6:35
6:16	6:20	6:22	6:25	6:29	6:33	6:38	6:42	6:46
6:35	6:39	6:41	6:44	6:48	6:52	6:57	7:01	7:05

Schedule subject to change with Caltrain permission.

EXHIBIT C

MARKETING PROGRAM

City of Palo Alto Embarcadero Shuttle Marketing Plan Fiscal Year 2015-2016

The Embarcadero Shuttle is administered by Caltrain as part of the Caltrain Shuttle Grant Subsidy program in partnership with the City of Palo Alto. Palo Alto is responsible for local marketing to help promote shuttle use and increase ridership. This marketing plan outlines the activities that Palo Alto will undertake.

Online Tools

- Palo Alto will maintain a website for the shuttle program where users may view and download current shuttle schedules: www.cityofpaloalto.org/shuttle
- Palo Alto will maintain shuttle route information on Google Maps, Bing Maps and Apple Maps to assist riders in their trip planning activities.

Social Media Outreach

- Palo Alto will periodically promote shuttle information on its social media outlets including, but not limited to, Facebook and Twitter
- Palo Alto will periodically send out email reminders to registered neighborhood groups to remind the public of the availability of the Palo Alto shuttle program. Email notices will also be coordinated with the Chamber of Commerce to help promote the shuttle as a commuter resource.
- Palo Alto will provide periodic Press Releases and Newspaper Ads to help promote the shuttle program.

Shuttle Stops Facilities

- Palo Alto will maintain existing shuttle stop signage and install benches where supported by adjacent property owners.

Shuttle Schedule Flyers

- Palo Alto will be responsible for the printing and distribution of shuttle flyers to interested community residents. Palo Alto will deliver hard copies of existing shuttle route schedule at the following locations quarterly:
 - Palo Alto Medical Foundation;
 - Palo Alto Schools-Jordan Middle, Palo Alto High and Castilleja Schools;
 - Palo Alto Libraries and Community Center;
 - Employees/tenants at Palo Alto Technology Center (Baylands Business Park); and
 - Senior Centers upon request .

EXHIBIT D
FUNDING BENCHMARKS

As of July 1, 2015

Following are the funding benchmarks the JPB is encouraged to meet, for the Shuttle Service to be considered for competitive funding in future grant cycles:

1. Less than \$175,000 per ton of emissions reduced (based on BAAQMD evaluation criteria);
2. Cost per Passenger: Less than or equal to \$4.00 per passenger;
3. Riders per Service Hour: Greater than or equal to 10 riders per service hour;

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT F
INDEMNITY INCLUSION

10. USE OF SUBCONTRACTORS

The CONTRACTOR shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the JPB, except for service firms engaged in drawing, reprographics, typing, and printing. Any subcontractors must be engaged under written contract with the CONTRACTOR with provisions allowing the CONTRACTOR to comply with all requirements of this Agreement, including without limitation the "Ownership of Work" provisions in Section 8. The CONTRACTOR shall be solely responsible for reimbursing any subcontractors and the JPB shall have no obligation to them.

11. CHANGES

The JPB may at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 5 or in the time of required performance as set forth in Section 3, or both. In the event that CONTRACTOR encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, or identifies any JPB conduct (including actions, inaction, and written or oral communications other than a formal contract modification) that the CONTRACTOR regards as a change to the contract terms and conditions, CONTRACTOR shall so advise the JPB immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. This notice shall be given to the JPB prior to the time that CONTRACTOR performs work or services related to the proposed adjustment in compensation. The pertinent changes shall be expressed in a written supplement to this Agreement issued by the Contracts and Procurement Department prior to implementation of such changes. Failure to provide written notice and receive JPB approval for extra work prior to performing extra work may, at the JPB's sole discretion, result in nonpayment of the invoices reflecting such work.

Notwithstanding the foregoing, the JPB may delete or modify routes should ridership or funding increase or decrease. The JPB may change schedules, street routing, and passenger pickup/drop off points at any time during the term of the Agreement. In the event the total number of vehicles required for operating the service increases or decreases by 40% from the initial base quantities set forth in Exhibit A, the JPB and the CONTRACTOR will renegotiate the Vehicle Revenue Hour rates as appropriate.

12. RESPONSIBILITY: INDEMNIFICATION

The CONTRACTOR shall indemnify, keep and save harmless the JPB, the Bay Area Air Quality Management District, City/County Association of Governments, the San Mateo County Transportation Authority, and their respective directors, officers, agents and employees and entities participating in the JPB's shuttle program ("Lead Organizations") against any and all suits, claims or actions arising out of any of the following:

- A. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONTRACTOR caused by a negligent act or omission or willful misconduct of the CONTRACTOR or its employees, subcontractors or agents; or
- B. Any allegation that materials or services provided by the CONTRACTOR under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

- C. Any claims that may be asserted under Section 13(c) and 15(n)(l) of the Federal Transit Administration Act of 1964, as amended, or any comparable provisions of federal or state law (or under any regulations promulgated thereunder), as said laws or regulations now exist or hereafter may be amended.

The CONTRACTOR further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered against the JPB or any of the other entities or individuals enumerated above in any such action, the CONTRACTOR shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of the Agreement.

13. INSURANCE

Refer to Attachment A, appended hereto and incorporated herein, for the Insurance Requirements.

14. CALIFORNIA LABOR CODE SECTION 1070 ET SEQ.

Upon the commencement and throughout the full term of this Agreement, CONTRACTOR and its subcontractor(s), if applicable, shall maintain a list of all employees providing the Services required under the Agreement, which includes the information required by Labor Code Section 1070 et seq. and which indicates which employees were employed by the prior contractor and its subcontractor(s), if any. The CONTRACTOR and its subcontractor(s) must also maintain a list of all employees of the prior contractor and its subcontractor(s) that were not retained by the CONTRACTOR or its subcontractor(s), and such list must indicate the reasons why such employees were not retained.

Upon request from the JPB, the CONTRACTOR and its subcontractor(s) must provide such lists to the JPB within 10 days of such request. The JPB has the ability to request such lists throughout the term of the Agreement.

The CONTRACTOR shall be responsible for defending, and shall hold the JPB (as well as all JPB Indemnitees) harmless from, any claims or controversies alleging any violation or breach of Labor Code Section 1070 et seq., whether made by the CONTRACTOR's own employees, the employees of its subcontractor(s), or employees of the prior contractor or its subcontractor(s), arising from or related to the terms and conditions of employment of employees hired to work for the CONTRACTOR as of the effective date of this Agreement. Notwithstanding any other provision of this Agreement, no cost of liability for which CONTRACTOR is responsible under this paragraph shall be deemed an allowable cost payable to the CONTRACTOR or claim or liability for which the CONTRACTOR is entitled to indemnification or reimbursement from the JPB. The CONTRACTOR shall be exclusively responsible for satisfaction of all obligations that may be owed to its employees of the prior contractor, pursuant to Labor Code Section 1070 et seq., both during and subsequent to the term of the Agreement.

At least twelve months before the end of the Agreement, the CONTRACTOR and its subcontractor(s) will provide the JPB a list of employees working at Shuttle Services location(s). This list of employees shall indicate the length of service of each employee, their job title and description, and their current salary. This information may be distributed to future proposers for a new contract that will commence whenever the current Agreement term ends. The CONTRACTOR and its subcontractor(s) must provide updates on a monthly basis of the employee lists after the original employee list has been submitted. The CONTRACTOR's and its subcontractors' obligation to provide monthly updates of the employee lists will last until the end of the Agreement term.

If a new contract is awarded to a different contractor at the end of the CONTRACTOR's Agreement, the CONTRACTOR must provide to the new contractor the name, address, date of hire, wages, benefit level, and job classification of each employee employed at the CONTRACTOR's locations covered by the CONTRACTOR's Agreement within three working days after the CONTRACTOR has